

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

RACHEL GASTON)	CASE NUMBER
1061 East 125 th Street)	
Cleveland, Ohio 44108)	JUDGE
<i>Plaintiff,</i>)	
)	<u>COMPLAINT</u>
vs)	
METLIFE AUTO & HOME)	Prejudgment Interest Demanded
c/o CT CORPORATION SYSTEM)	(Jury Demand Endorsed Hereon)
4400 Easton Commons Way - Suite 125)	
Columbus, Ohio 43219)	
<i>Defendant.</i>)	

1. Plaintiff is, and at all times mentioned herein was, a resident of Cuyahoga County, Ohio.
2. Defendant is authorized to transact business in the State of Ohio, County of Cuyahoga.
3. At all times mentioned herein, Plaintiff Rachel Gaston is and was insured under a homeowner's policy with Defendant. Police Number: 120361984-2
4. On or about January 10, 2017, Plaintiff owned a home located at 1061 East 125th Street in Cleveland, Ohio.
5. On or about January 10, 2017, Plaintiff's home located at 1061 E 125th Street in Cleveland, Ohio was insured through Plaintiff's homeowner's policy with Defendant.
6. On or about January 10, 2017, Plaintiff's home was broken into and her belongings were stolen and have not yet been recovered.

7. Under the terms of the homeowner's insurance issued by Defendant, Defendant promised, among other things, to pay benefits to Plaintiff for loss and/ or damage to her home.

8. As a direct and proximate result of the theft of Plaintiff's belongings, Plaintiff has lost the value of those belongings.

9. As a further direct and proximate result of the theft of Plaintiff's belongings, Plaintiff has been without the use and benefits of said belongings.

10. Plaintiff has performed all conditions as required under her homeowner's policy issued by the Defendant and gave notice of the claim and proof of loss within the time period specified in the policy.

11. Plaintiff is entitled to benefits pursuant to the provisions of the policy issued by Defendant to Plaintiff. Although demand for payment for such benefits has been made, Defendant refuses and continues to refuse to pay benefits to Plaintiff that she is entitled to for the damages she stated as above.

12. The acts of Defendant as described above constitute a breach of contract and are in bad faith.

13. Defendant has and continues to negotiate in bad faith entitling Plaintiff to punitive damages and attorney fees.

14. Plaintiff's injuries and damages are in excess of the minimal jurisdiction of this Court.

15. Defendant has failed to make a good faith attempt to settle this case prior to suit.

WHEREFORE, Plaintiff Rachel Gaston prays for judgment against Defendant in an amount in excess of \$25,000.00 in a sum of money that will fully and completely compensate Plaintiff for the damages and losses she suffered, punitive damages, prejudgment interest, for costs of this action, including attorney fees and for such other and further relief to which Plaintiff may be entitled.

Respectfully submitted,

/s/ John M. Gundy, Jr.

John M. Gundy, Jr. (0060148)

gundylawfirm@aol.com

Gregg D. Garfinkel (0077691)

garfinkelgundylawfirm@hotmail.com

The Gundy Law Firm, LLC

Attorneys for Plaintiff

6105 Parkland Boulevard - Suite 140

Mayfield Heights, Ohio 44124

Phone: 440.461.9550

Fax: 216.595.2787

JURY DEMAND

Plaintiff demands a trial by jury of the within cause of action.

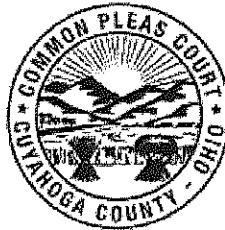
/s/ John M. Gundy, Jr.

John M. Gundy, Jr. (0060148)

Gregg D. Garfinkel (0077691)

The Gundy Law Firm, LLC

Attorneys for Plaintiff



**NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113**

Court of Common Pleas

**New Case Electronically Filed:
December 22, 2017 15:36**

By: JOHN M. GUNDY 0060148

Confirmation Nbr. 1258366

RACHEL GASTON

CV 17 890772

vs.

METLIFE AUTO & HOME

Judge: BRIAN J. CORRIGAN

Pages Filed: 3